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6 **IN THE UNITED STATES BANKRUPTCY COURT**
7 **FOR THE DISTRICT OF ARIZONA**

8 In re:	(Chapter 11)
9 ARCTIC CATERING, INC.,	Case No. 2:18-bk-13118-EPB
10 Debtor.	PACA CLAIM OF PJK FOOD SERVICE, LLC D/B/A KEANY PRODUCE & GOURMET
11	
12	[Related to Doc. No. 95]

13 PJK Food Service, LLC d/b/a Keany Produce & Gourmet (“Keany”) hereby files its
14 claim arising under the trust provision of the Perishable Agricultural Commodities Act
15 (“PACA”), 7 U.S.C. § 499e(c)(2), in accordance with the *Order Setting and Notice of: Bar*
16 *Date for Filing Trust Claims under the Perishable Agricultural Commodities Act and the*
17 *Packers and Stockyards Act – January 4, 2019* [Doc. 95], and in support thereof, states as
18 follows:

19 1. On October 25, 2018 (the “Petition Date”), Arctic Catering, Inc. (“Debtor”)
20 filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

21 2. Prepetition, Keany sold and delivered to Debtor, in interstate commerce or
22 contemplation thereof, goods and produce having a value of \$11,606.87, of which
23 \$10,626.72 is owed for wholesale quantities of produce, all of which has not been paid.
24 True and correct copies of Keany’s statement of account, a spreadsheet breaking out the
25 balances due for produce items and non-produce items, and unpaid invoices are attached
26 hereto as **Exhibits A-C**, respectively.

3. Debtor accepted the goods and produce from Keany, but failed to pay Keany the balance due, and currently owes Keany the principal amount of \$10,626.72 under the PACA trust (the “PACA Claim”). *See* Exhibit B.

4. Keany is licensed under PACA and preserved its interest in the PACA trust by placing the requisite PACA trust preservation language on its invoices in accordance with 7 U.S.C. § 499e(c)(4). A true and correct copy of Keany’s PACA license information is attached hereto as **Exhibit D**;¹ *see* Invoices, Exhibit C.

5. Keany’s invoices entitle it to payment of interest on unpaid balances in the amount of 18% per annum, and for reimbursement of attorneys’ fees and costs. *Id.* Keany reserves the right to assert accrued interest, and its attorneys’ fees and costs as part of its PACA Claim.

6. In asserting its PACA Claim, Keany does not waive, but rather expressly reserves all of its rights and remedies, including, without limitation, those it may have against any other entity or person or pursuant to applicable law. As to the Debtor, Keany does not waive, but rather expressly reserves, all of its rights and remedies in connection with its PACA Claim, including, without limitation, the following: (i) to fix, increase, amend and/or supplement the PACA Claim, the exhibits hereto, and/or any supporting documentation (ii) to assert that the PACA Claim, or any portion thereof, is secured, including, without limitation, by a right of setoff, recoupment, or otherwise, (iii) to assert that the PACA Claim, or any portion thereof, is an administrative expense of the Debtor’s estate, and (iv) to seek other relief from the Court, as Keany in its sole discretion deems appropriate.

7. Keany does not waive any rights, claims, actions, defenses, setoffs, or recoupments to which Keany is or may be entitled to under any agreements, in equity, or under any applicable law or otherwise, all of which rights, claims, actions, defenses, setoffs,

¹ PACA license information is published by the USDA’s Agricultural Marketing Service at <http://apps.ams.usda.gov/pacasearch/default.aspx>.

1 and recoupments Keany expressly hereby asserts and preserves in these bankruptcy cases.
2 Keany reserves all rights with respect to the prepetition non-produce balance due.

3 8. Keany continues to do business with Debtor postpetition, and reserves all
4 rights with respect to postpetition balances due.

5 RESPECTFULLY SUBMITTED this 3rd day of January, 2019.

6 DECONCINI McDONALD YETWIN & LACY, P.C.

7 By: /s/ Jody A. Corrales, #024869

8 Jody A. Corrales, Esq.

9 Attorneys for PJK Food Service, LLC d/b/a
Keany Produce & Gourmet

10 ORIGINAL electronically filed this
11 3rd day of January, 2019, with:

12 CLERK, UNITED STATES BANKRUPTCY COURT
13 DISTRICT OF ARIZONA
<https://ecf.azb.uscourts.gov>

14 COPIES of the foregoing mailed via electronic or
15 U.S. Mail this 3rd day of January, 2019, to:

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